



REC'D TN
REGULATORY AUTH.

BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

'99 JUN 29 PM 4 06

June 15, 1999
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

99-00471

Re: Approval of the Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and WinStar Telecommunications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. 998-00870

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, WinStar Telecommunications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Master Interconnection Agreement dated August 22, 1996. The Amendment provides WinStar access to BellSouth's Operator Services and Directory Assistance Services. The Amendment also revises the Master Interconnection Agreement to include the Bona Fide Request/New Business Request Process.

Thank you for your attention to this matter.

Sincerely yours,

WINSTAR TELECOMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: _____

Robert G. Berger
1146 19th Street, NW, Suite 250
Washington, D.C. 20036

BY: _____

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

06/23/99 10:19

NO. 413 P002/005

REC'D TN
REGULATORY AUTH.

'99 JUN 29 PM 4 06 @ **BELLSOUTH**

BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
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OFFICE OF THE
EXECUTIVE SECRETARY
June 15, 1999

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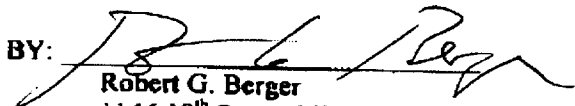
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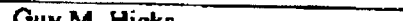
WINSTAR TELECOMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY:


Robert G. Berger
1146 19th Street, NW, Suite 250
Washington, D.C. 20036

BY:


Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

REC'D TN
REGULATORY AUTH.

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and WinStar Telecommunications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

JUN 29 PM 4 06
EXECUTIVE SECRETARY

Docket No. ~~98-00870~~

99-00471

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND WINSTAR TELECOMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, WinStar Telecommunications, Inc. ("WinStar") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, WinStar and BellSouth state the following:

1. WinStar and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to WinStar. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") by Order dated February 4, 1997.

2. The parties have negotiated an Amendment to the Agreement which provides WinStar access to BellSouth's Operator Services and Directory Assistance Services. The Amendment also revises the Master Interconnection Agreement to include the Bona Fide Request/New Business Request Process. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, WinStar and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and WinStar within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. WinStar and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

WinStar and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 23rd day of June, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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Page 5/5

NO. 413 PAGES 4/4

WINSTAR TELECOMMUNICATIONS, INC.

By:


Robert G. Berger

1146 19th Street, NW. Suite 250

Washington, D.C. 20036

(202) 530-7655

Attorney for WinStar

#166665

**AMENDMENT
TO
MASTER INTERCONNECTION AGREEMENT BETWEEN
WINSTAR TELECOMMUNICATIONS, INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 22, 1996**

Pursuant to this Agreement (the "Amendment"), WinStar Telecommunications, Inc. ("WinStar") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated August 22, 1996 ("Existing Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WinStar and BellSouth hereby covenant and agree as follows:

BellSouth will provide, and WinStar will accept and pay for Operator Services and Directory Assistance Service and related services in the states of Alabama, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee pursuant to the terms and conditions following and at the rates set forth in Attachment 1 to this Amendment:

1. Operator Systems

1.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions.

1.2 Operator Service

1.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

1.2.2 Requirements

1.2.2.1 When WinStar requests BellSouth to provide Operator Services, the following requirements apply:

1.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

1.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

1.2.2.1.3 BellSouth shall complete calls that are billed to WinStar customer's calling card that can be validated by BellSouth.

- 1.2.2.1.4 BellSouth shall complete person-to-person calls.
- 1.2.2.1.5 BellSouth shall complete collect calls.
- 1.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 1.2.2.1.7 BellSouth shall complete station-to-station calls.
- 1.2.2.1.8 BellSouth shall process emergency calls.
- 1.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 1.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 1.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 1.2.2.2 BellSouth shall adhere to equal access requirements, providing WinStar local customers the same IXC access as provided to BellSouth customers.
- 1.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to WinStar that BellSouth provides for its own operator service.
- 1.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 1.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by WinStar.
- 1.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to WinStar in accordance with CLEC ODUF standards specified in Section 4 following.
- 1.2.3 Interface Requirements
With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of WinStar, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

2. Directory Assistance Service

2.1 Definition

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

2.2 Requirements

- 2.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by WinStar's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 1 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, WinStar may

request such requirement pursuant to the Bona Fide Request Process of Section 8 to this Amendment.

2.2.2 Directory Assistance Service Updates

2.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

2.2.2.1.1 New customer connections: BellSouth will provide service to WinStar that is equal to the service it provides to itself and its customers;

2.2.2.1.2 Customer disconnections: BellSouth will provide service to WinStar that is equal to the service it provides to itself and its customers; and

2.2.2.1.3 Customer address changes: BellSouth will provide service to WinStar that is equal to the service it provides to itself and its customers;

2.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

3. Branding for Operator Call Processing and Directory Assistance

3.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to CLEC end users using Directory Assistance/Operator Call Processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows the CLEC to have its calls custom branded with the CLEC name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing.

3.2 BellSouth offers four services levels of branding to CLEC's ordering Directory Assistance and/or Operator Call Processing.

3.2.1 Service Level 1 - BellSouth Branding

3.2.2 Service Level 2 - Unbranded

3.2.3 Service Level 3 - Custom Branding

3.2.4 Service Level 4 - Self-Branding (only applicable for Resale or Unbundled Port CLEC's who route to an operator service provider other than BellSouth).

3.3 Resellers and Unbundled Port CLECS

3.3.1 BellSouth Branding is the Default Service Level.

3.3.2 Unbranding, Custom Branding, and Self-Branding require the CLEC to order selective routing for each originating BellSouth end office identified by the CLEC. Rates for Selective Routing are set forth in Exhibit A to this Amendment.

3.3.3 Custom Branding and Self Branding require the CLEC to order dedicated trunking from each BellSouth end office identified by the CLEC, to either the BellSouth TOPS or the CLEC Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

3.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by the CLEC to the BellSouth TOPS. These calls are routed to "No Announcement."

3.4 Facilities Based CLECs

3.4.1 All Service Levels require the CLEC to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

3.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch for which the CLEC requires service. The recording and loading charges are non-recurring unless the CLEC elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the CLEC name.

4. Directory Assistance Database Service (DADS)

4.1 BellSouth shall make its Directory Assistance Database Service (DADS) available to WinStar solely for the expressed purpose of providing Directory Assistance type services to WinStar end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator System assisted). WinStar agrees that Directory Assistance Database Service (DADS) will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, WinStar agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, WinStar authorizes the inclusion of WinStar Subscriber listings in the BellSouth Directory Assistance products.

4.2 BellSouth shall provide WinStar initially with daily updates which reflect all listing change activity occurring since WinStar's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by WinStar and BellSouth. WinStar agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

4.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listings change activity occurring since CLEC's most recent update. BellSouth shall provide updates to WinStar on a Business, Residence, or combined Business and Residence basis. WinStar agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after WinStar receives the Base File.

4.4 BellSouth is authorized to include WinStar Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of WinStar Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to WinStar.

4.5 Rates for DADS are as set forth in Attachment 1.

5. Direct Access to Directory Assistance Service

- 5.1 Direct Access to Directory Assistance Service (DADAS) will provide WinStar's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance Service format. Subscription to DADAS will allow WinStar to utilize its own switch, operator workstations and optional audio subsystems.
- 5.2 BellSouth will provide DADAS from its DA location. WinStar will access the DADAS system via a telephone company provided point of availability. WinStar has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 5.3 BellSouth will provide a specified interface to each WinStar subsystem. Interconnection between WinStar system and a specified BellSouth location will be pursuant to the use of WinStar owned or WinStar leased facilities and shall be appropriate sized based upon the volume of queries being generated by WinStar.
- 5.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
 - 5.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
 - 5.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification
 - 5.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification
- 5.5 Rates for DADAS are as set forth in Attachment 1.

6. Optional Daily Usage File

- 6.1 Upon written request from WinStar, BellSouth will provide the Optional Daily Usage File (ODUF) service to WinStar pursuant to the terms and conditions set forth in this section.
- 6.2 WinStar shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 6.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a WinStar customer.

Charges for delivery of the Optional Daily Usage File will appear on WinStar's monthly bills. The charges are as set forth in Attachment 1 of this Agreement.

- 6.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

- 6.5 Messages that error in WinStar's billing system will be the responsibility of WinStar. If, however, WinStar should encounter significant volumes of errored messages that prevent processing by WinStar within its systems, BellSouth will work with WinStar to determine the source of the errors and the appropriate resolution.
- 6.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 6.6.1 Usage To Be Transmitted
- 6.6.1.1 The following messages recorded by BellSouth will be transmitted to WinStar:
- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
 - measured billable Local
 - Directory Assistance messages
 - intraLATA Toll
 - WATS & 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to WinStar.
- 6.6.1.4 In the event that WinStar detects a duplicate on Optional Daily Usage File they receive from BellSouth, WinStar will drop the duplicate message (WinStar will not return the duplicate to BellSouth).
- 6.6.2 Physical File Characteristics
- 6.6.2.1 The Optional Daily Usage File will be distributed to WinStar via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created

on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

- 6.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and WinStar for the purpose of data transmission. Where a dedicated line is required, WinStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. WinStar will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to WinStar. Additionally, all message toll charges associated with the use of the dial circuit by WinStar will be the responsibility of WinStar. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on WinStar's end for the purpose of data transmission will be the responsibility of WinStar.

6.6.3 Packing Specifications

- 6.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to WinStar which BellSouth RAO that is sending the message. BellSouth and WinStar will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by WinStar and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.6.4 Pack Rejection

- 6.6.4.1 WinStar will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. WinStar will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to WinStar by BellSouth.

6.6.5 Control Data

WinStar will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate that WinStar received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by WinStar for reasons stated in the above section.

6.6.6 Testing

- 6.6.6.1 Upon request from WinStar, BellSouth shall send test files to WinStar for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For

testing of usage results, BellSouth shall request that WinStar set up a production (LIVE) file. The live test may consist of WinStar's employees making test calls for the types of services WinStar requests on the Optional Daily Usage File. These test calls are logged by WinStar, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

7. Access Daily Usage File

7.1. Scope of Agreement

7.1.1 This agreement shall apply to the service of the Access Daily Usage File (ADUF) as provided by BellSouth to WinStar. The specifications, terms and conditions for the provisions of this service are outlined in Exhibit A of this Agreement.

7.2. Definitions

7.2.1 Compensation is the amount of money due from WinStar to BellSouth for services provided under this Agreement.

7.2.2 Access Daily Usage File (ADUF) is the compilation of interstate and intrastate access messages associated with an unbundled port in standard Exchange Message Interface (EMI) format exchanged from BellSouth to WinStar.

7.2.3 Exchange Message Interface is the nationally administered standard format for the exchange of data within the telecommunications industry.

7.2.4 Message Distribution is routing determination and subsequent delivery of message data from one company to another.

7.3. Responsibilities of the parties

7.3.1 ADUF service provided to WinStar by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.

7.3.2 WinStar shall furnish in a timely manner all relevant information required by BellSouth for the provision of the ADUF.

7.4 Compensation Arrangements

7.4.1 Applicable compensation amounts will be billed by BellSouth to WinStar on a monthly basis in arrears. Amounts due from WinStar to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement. Rates for ADUF are as set forth in Attachment 1.

7.5 Associated Exhibit

7.5.1 Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

7.5.2 From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit(s) then in effect.

8. Bona Fide Request/New Business Request Process

8.1 Bona Fide Request/New Business Requests are to be used when CLEC-1 makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet CLEC-1's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

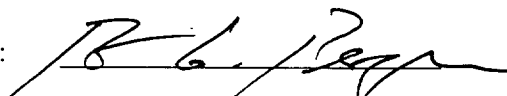
8.2 A Bona Fide Request/New Business Request shall be submitted in writing by CLEC-1 and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a CLEC-1's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to CLEC-1's Account Executive.


9. All of the other provisions of the Interconnection Agreement, dated August 22, 1996, shall remain in full force and effect.

10. Either or both of the Parties is authorized to submit this Amendment to the applicable state Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

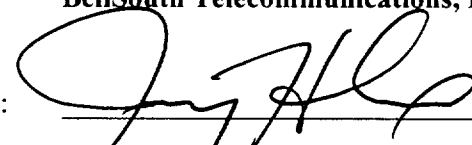
WinStar Telecommunications, Inc.

By: 

Name: Robert G. Berger
Title:  Vice President-Regulatory/Legal

Date: 2/22/99

BellSouth Telecommunications, Inc.

By: 

Name: Jerry D. Hendrix
Title: Director-Interconnection Services-
Pricing

Date: 2/23/99

Access Daily Usage File

1. SCOPE OF EXHIBIT

- 1.1 Upon request from WinStar, BellSouth will provide the Access Daily Usage File service to WinStar pursuant to the rates, terms and conditions set forth in this exhibit.

2. GENERAL INFORMATION

- 2.1 WinStar shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

- 2.2 The Access Daily Usage File will contain access records associated with an unbundled port that WinStar has purchased from BellSouth.

Charges for delivery of the Access Daily Usage Feed will appear on WinStar's monthly bills.

- 2.3 All messages provided with the Access Daily Usage File will be in the standard Bellcore EMI record format.

- 2.4 Messages that error in the billing system of WinStar will be the responsibility of WinStar. If, however, WinStar should encounter significant volumes of errored messages that prevent processing by WinStar within its systems, BellSouth will work with WinStar to determine the source of the errors and the appropriate resolution.

3. USAGE TO BE TRANSMITTED

- 3.1 The following messages recorded by BellSouth will be transmitted to WinStar:

- Interstate and intrastate access records associated with an unbundled port
- Undetermined jurisdiction access records associated with an unbundled port

- 3.2 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to WinStar.

- 3.3 In the event that WinStar detects a duplicate on the Access Daily Usage File they receive from BellSouth, WinStar will drop the duplicate message (CLEC will not return the duplicate to BellSouth).

4. FILE CHARACTERISTICS AND TRANSMISSION METHOD

- 4.1 The Access Daily Usage Feed will be distributed to WinStar via an agreed upon medium with CONNECT:Direct being the preferred transport method. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Access Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 4.2 Data circuits (private line or dial-up) may be required between BellSouth and WinStar for the purpose of data transmission. Where a dedicated line is required, WinStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. WinStar will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to WinStar. Additionally, all message toll charges associated with the use of the dial circuit by WinStar will be the responsibility of WinStar. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on WinStar's end for the purpose of data transmission will be the responsibility of WinStar.

5. PACKING SPECIFICATIONS

- 5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to WinStar which BellSouth RAO that is sending the message. BellSouth and WinStar will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by WinStar and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6. PACK REJECTION

- 6.1 WinStar will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). WinStar will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and/or retransmitted to WinStar by BellSouth.

7. CONTROL DATA

- 7.1 WinStar will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate WinStar received the pack and the acceptance or rejection of the pack. Pack status Code(s) will be populated using standard Bellcore EMI codes for packs that were rejected by WinStar for reasons stated in the above section.

8. TESTING

- 8.1 Upon request from WinStar, BellSouth shall send test file(s) to WinStar for the Access Daily Usage File. The parties agree to review and discuss the file's content or format.

**ATTACHMENT 1
ALABAMA**

OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	\$1.21
Call Completion Access Termination Charge per call attempt	\$0.08
Oper. Provided Call Handling per min - Using Foreign LIDB	\$1.25
Call Completion Access Termination Charge per call attempt	\$0.08
Fully Automated Call Handling per call - Using BST LIDB	\$0.11
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.13
Recording Charge per Announcement	
NRC - 1st	\$1,649.00
NRC - Add'l	\$1,646.00
Recording Charge per Branded Announcement - Disconnect - Intial	\$9.61
Recording Charge per Branded Announcement - Disconnect - Subsequent	\$9.61
Loading Charge per branded announcement	
NRC - 1st	\$254.32
NRC - Add'l	\$254.32
INWARD OPERATOR SERVICES	
Verification, per minute	\$1.16
Verification and Emergency Interrupt, per minute	\$1.16
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.0598
Number Services Intercept per query	\$0.0235
Directory Assistance Access Service Calls, per call	\$0.26
NRC - 1 st	\$1,649.00
NRC - Add'l	\$1,646.00
Recording Charge per Branded Announcement - Disconnect - Intial	\$9.61
Recording Charge per Branded Announcement - Disconnect - Subsequent	\$9.61
Loading Charge per branded announcement	
NRC - 1st	\$254.32
NRC - Add'l	\$254.32
Directory Transport	
Directory Transport - Local Channel DS1, per month	\$35.52
NRC - 1 st	\$503.57
NRC - Add'l	\$442.84
NRC - Disconnect Chg - 1 st	\$46.28
NRC - Disconnect Chg - Add'l	\$32.18
NRC - Incremental Charge-Manual Svc Order - NRC	\$61.99
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	\$29.27
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.6923
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$79.69
NRC - 1 st	\$198.15
NRC - Add'l	\$148.18
NRC - Disconnect Chg - 1 st	\$25.44
NRC - Disconnect Chg - Add'l	\$20.42
NRC - Incremental Charge-Manual Svc Order - NRC-1 st	\$27.37
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	\$27.37
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1 st	\$12.97
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	\$12.97
Switched Common Transport per DA Access Service per call	\$0.0003
Switched Common Transport per DA Access Service per call per mile	\$0.00003
Access Tandem Switching per DA Access Service per call	\$0.0023

DA Interconnection, per DA Access Service Call	\$0.00269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 st	\$260.69
NRC - Add'l	\$5.95
NRC - Disconnect Chg - 1 st	\$173.46
NRC - Disconnect Chg - Add'l	\$5.95
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	\$0.0446
Directory Assistance Database Service, per month	\$128.55
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	\$7,055.00
Direct Access to Directory Assistance Service, per query	\$0.0472685
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$1,118.00
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	\$81.83
SELECTIVE ROUTING	
Customized routing per unique line class code, per request, per switch	
NRC	\$230.60
NRC - Incremental Charge--Manual Svc Order	\$25.93
Note: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.	

**ATTACHMENT 1
KENTUCKY**

OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	\$1.6016
Operator Provided Call Handling per min - Using Foreign LIDB	\$1.6249
Fully Automated Call Handling per call - Using BST LIDB	\$0.0856
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.1071
INWARD OPERATOR SERVICES	
Verification, per call	\$1.00
Verification and Emergency Interrupt, per call	\$1.111
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.058
Number Services Intercept per query	\$0.0086
Number Services Intercept per Intercept Query Update	\$0.0055
Directory Assistance Access Service Calls, per call	\$0.3136
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading charge per audio unit	\$244.04
NRC-Incremental Charge-Manual Service Order	NA
Loading Charge per branded announcement	
NRC - 1st	NA
NRC - Add'l	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	\$36.32
NRC - 1 st	\$637.46
NRC - Add'l	\$546.94
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.45
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$55.05
NRC - 1 st	\$298.18
NRC - Add'l	\$231.18
Switched Common Transport per DA Access Service per call	\$0.000175
Switched Common Transport per DA Access Service per call per mile	\$0.000004
Access Tandem Switching per DA Access Service per call	\$0.000783
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 st	\$501.98
NRC - Add'l	\$13.32
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	\$0.0193
Directory Assistance Database Service, per month	\$120.76
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	\$7,235.01
Direct Access to Directory Assistance Service, per query	\$0.0052
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$1,186.94
SELECTIVE ROUTING	
Per Line or PBX Trunk, NRC	\$10.00 (Interim Rate)
Note: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.	

**ATTACHMENT 1
LOUISIANA**

OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	\$0.91
Operator Provided Call Handling per min - Using Foreign LIDB	\$0.96
Fully Automated Call Handling per call - Using BST LIDB	\$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.12
INWARD OPERATOR SERVICES	
Verification, per minute	\$0.86
Verification and Emergency Interrupt, per minute	\$0.86
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.04
Number Services Intercept per query	\$0.02
Directory Assistance Access Service Calls, per call	\$0.20
Directory Transport	
Directory Transport - Local Channel DS1, per month	\$43.83
NRC - 1 st	\$339.69
NRC - Add'l	\$298.29
NRC - Disconnect Chg - 1 st	\$33.02
NRC - Disconnect Chg - Add'l	\$23.32
NRC - Incremental Charge-Manual Svc Order - NRC	\$42.34
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	\$19.48
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.78
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$93.40
NRC - 1 st	\$140.49
NRC - Add'l	\$106.69
NRC - Disconnect Chg - 1 st	\$20.00
NRC - Disconnect Chg - Add'l	\$16.34
NRC - Incremental Charge-Manual Svc Order - NRC-1 st	\$18.14
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	\$18.14
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1 st	\$8.06
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect- Add'l	\$8.06
Switched Common Transport per DA Access Service per call	\$0.0003274
Switched Common Transport per DA Access Service per call per mile	\$0.0000175
Access Tandem Switching per DA Access Service per call	\$0.0025257
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 st	\$195.54
NRC - Add'l	\$4.23
NRC - Disconnect Chg - 1 st	\$130.05
NRC - Disconnect Chg - Add'l	\$4.23
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	\$0.0443
Directory Assistance Database Service, per month	\$90.54
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	\$4,982.00
Direct Access to Directory Assistance Service, per query	\$0.0460
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$786.82
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	\$57.23
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$11.41
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA

Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC-Incremental Charge-Manual Svc Order	NA
<p>Note:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p>	

**ATTACHMENT 1
MISSISSIPPI**

OPERATOR CALL PROCESSING	
Operator provided Call Handling per min - Using BST LIDB	\$1.19
Operator provided Call Handling per min - Using Foreign LIDB	\$1.24
Fully Automated Call Handling per call - Using BST LIDB	\$0.1072884
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.1253666
Recording Charge per announcement	
NRC - 1 st	\$1652.00
NRC - Add'l	\$1649.00
NRC - Disconnect Charge - 1 st	\$9.45
NRC - Disconnect Charge - Add'l	\$9.45
Loading Charge per branded announcement	
NRC - 1 st	\$254.83
NRC - Add'l	\$254.83
INWARD OPERATOR SERVICES	
Verification, per minute	\$1.14
Verification and Emergency Interrupt, per minute	\$1.14
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.0425585
Number Services Intercept per query	\$0.0188268
Directory Assistance Access Service Calls, per call	\$0.2617159
Recording Charge per announcement	
NRC - 1 st	\$1652.00
NRC - Add'l	\$1649.00
NRC - Disconnect Charge - 1 st	\$9.45
NRC - Disconnect Charge - Add'l	\$9.45
Loading Charge per branded announcement	
NRC - 1 st	\$254.83
NRC - Add'l	\$254.83
Directory Transport	
Directory Transport - Local Channel DS1, per month	\$38.91
NRC - 1 st	\$494.83
NRC - Add'l	\$435.28
NRC - Disconnect Chg - 1 st	\$46.85
NRC - Disconnect Chg - Add'l	\$33.02
NRC - Incremental Charge-Manual Svc Order - NRC	\$59.58
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	\$27.41
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$.6598
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$74.40
NRC - 1 st	\$196.28
NRC - Add'l	\$147.31
NRC - Disconnect Chg - 1 st	\$26.56
NRC - Disconnect Chg - Add'l	\$21.61
NRC - Incremental Charge-Manual Svc Order - NRC-1 st	\$25.52
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	\$25.52
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1 st	\$11.34
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	\$11.34
Switched Common Transport per DA Access Service per call	\$0.0002997
Switched Common Transport per DA Access Service per call per mile	\$0.0000202
Access Tandem Switching per DA Access Service per call	\$0.0023713

Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 st	\$257.73
NRC - Add'l	\$5.85
NRC - Disconnect Chg - 1 st	\$171.49
NRC - Disconnect Chg - Add'l	\$5.85
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	\$0.0447
Directory Assistance Database Service, per month	\$126.17
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	\$6926.00
Direct Access to Directory Assistance Service, per query	\$0.0461336
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$1097.00
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	\$80.52
SELECTIVE ROUTING	
Customized routing per unique line class code, per request, per switch	NA
NRC	\$227.99
NRC - Incremental Charge - Manual Service Order	\$253.51
Note: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.	

**ATTACHMENT 1
NORTH CAROLINA**

OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	\$1.06
Operator Provided Call Handling per min - Using Foreign LIDB	\$1.06
Fully Automated Call Handling per call - Using BST LIDB	\$0.09
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.09
INWARD OPERATOR SERVICES	
Verification, per call	\$0.54
Verification and Emergency Interrupt, per call	\$0.65
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.036
Number Services Intercept per query	\$.0077
Directory Assistance Access Service Calls, per call	\$0.271744
Directory Transport	
Directory Transport - Local Channel DS1, per month	BSTs FCC 1 Sec 9
NRC - 1 st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9
NRC - Incremental Charge-Manual Svc Order - NRC	BSTs FCC 1 Sec 9
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	BSTs FCC 1 Sec 9
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	BSTs FCC 1 Sec 9
NRC - 1 st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9
NRC - Incremental Charge-Manual Svc Order - NRC-1 st	BSTs FCC 1 Sec 9
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	BSTs FCC 1 Sec 9
Switched Common Transport per DA Access Service per call	BSTs FCC 1 Sec 9
Switched Common Transport per DA Access Service per call per mile	BSTs FCC 1 Sec 9
Access Tandem Switching per DA Access Service per call	BSTs FCC 1 Sec 9
DA Interconnection, per DA Access Service Call	BSTs FCC 1 Sec 9
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 st	BSTs FCC 1 Sec9
NRC - Add'l	BSTs FCC 1 Sec9
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	\$0.00072
Directory Assistance Database Service, per month	\$97.39
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	\$5,000.00

Direct Access to Directory Assistance Service, per query	\$0.023
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$1,000.00
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC - Incremental Charge - Manual Service Order	NA
<p>Note:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p>	

**ATTACHMENT 1
SOUTH CAROLINA**

OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	\$1.21
Call Completion Access Termination Charge per call attempt	\$.08
Operator Provided Call Handling per min - Using Foreign LIDB	\$1.25
Call Completion Access Termination Charge per call attempt	\$.08
Fully Automated Call Handling per call - Using BST LIDB	\$.1115808
Fully Automated Call Handling per call - Using Foreign LIDB	\$.1293459
Recording Charge per announcement	
NRC - Initial	\$1,652.00
NRC - Subsequent	\$1,649.00
Loading Charge per branded announcement	
NRC - Initial	\$253.42
NRC - Subsequent	\$253.42
INWARD OPERATOR SERVICES	
Verification, per minute	\$1.15
Verification and Emergency Interrupt, per minute	\$1.15
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$.0638883
Call Completion Access Term charge per completed call	\$.08
Number Services Intercept per query	\$.0124036
Directory Assistance Access Service Calls, per call	\$.2619983
Recording Charge per announcement	NA
NRC - Initial	\$1,652.00
NRC - Subsequent	\$1,649.00
Loading Charge per branded announcement	
NRC - Initial	\$253.42
NRC - Subsequent	\$253.42
Directory Transport	
Directory Transport - Local Channel DS1, per month	\$37.20
NRC - 1 st	\$534.81
NRC - Add'l	\$462.81
NRC - Incremental Charge-Manual Svc Order - NRC	\$87.99
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	\$3.11
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$.7598
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$94.98
NRC - 1 st	\$216.27
NRC - Add'l	\$162.70
NRC - Incremental Charge-Manual Svc Order - NRC-1 st	\$39.63
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	\$39.63
Switched Common Transport per DA Access Service per call	\$.000327
Switched Common Transport per DA Access Service per call per mile	\$.0000303
Access Tandem Switching per DA Access Service per call	\$.0024809
DA Interconnection, per DA Access Service Call	\$.000269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 st	\$407.81
NRC - Add'l	\$11.00
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	\$.0444
Directory Assistance Database Service, per month	\$127.23
Direct Access to Directory Assistance (DADAS)	

Direct Access to Directory Assistance Service, per month	\$6,983.00
Direct Access to Directory Assistance Service, per query	\$.0468212
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$1,173.00
SELECTIVE ROUTING	
Customized routing per unique line class code, per request, per switch	NA
NRC	\$226.22
NRC - Incremental Charge - Manual Service Order	\$27.84
<p>Note: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p>	

**ATTACHMENT 1
TENNESSEE**

OPERATOR CALL PROCESSING	
Operator Provided Call Handling, per call	\$0.30
Fully Automated Call Handling per call - Using BST LIDB	\$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.15
INWARD OPERATOR SERVICES	
Verification, per call	\$0.90
Verification and Emergency Interrupt, per call	\$1.95
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.12
Number Services Intercept per query	\$0.15
Recording Charge per announcement	
NRC - Incremental Charge-Manual Service Order - 1 st	\$0.25
Directory Transport	
Directory Transport - Local Channel DS1, per month	\$133.81
NRC - 1 st	\$868.97
NRC - Add'l	\$486.83
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$90.00
NRC - 1 st	\$100.49
NRC - Add'l	\$100.49
SELECTIVE ROUTING (10)	
Per Line or PBX Trunk, each	TBD
Per Line or PBX Trunk, NRC	TBD
Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC - Incremental Charge - Manual Service Order	NA
Note: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.	